

## **MEMORANDUM OF AGREEMENT**

**Between**

**Providence Health & Services-Washington d/b/a/Alaska CARES(CAC)**

**State of Alaska Office of Children's Services (OCS)**

**The Anchorage Police Department(APD)**

**The Anchorage Municipal Prosecutor's Office**

**Alaska State Troopers (AST)**

**Department of Juvenile Justice (DJJ)**

**State of Alaska Department of Law/District Attorney's Office (DA) & The Attorney  
General's Office (AG)**

**Anchorage School District (ASD)**

**State of Alaska Department of Administration-Office of Public Advocacy**

### **I. Background and Purpose:**

Alaska CARES (Child Abuse Response and Evaluation Services) is a Child Advocacy Center (CAC) and an accredited member of the National Children's Alliance. The CAC is administered by Providence Health & Services with funding from various federal and state organizations including Southcentral Foundation (SCF) and the State of Alaska, Department of Health and Human Services, with the advice and cooperation of municipal and state investigators, prosecutors, child protection workers, and other community agencies. Alaska CARES serves as a locus for conducting evaluations of abused children, including sexually and physically abused children; conducting joint investigations and tracking of cases, and providing statewide training in the area of child abuse and child sexual abuse/assault. The CAC's success depends on the collaboration of the following key agencies, who are the signatories to this Memorandum of Understanding: the Anchorage Police Department (APD), the Alaska State Troopers (AST), the Alaska Office of Children's Services (OCS), the Alaska Department of Law - criminal and civil divisions (DOL), and Providence Health & Services (PH&S). The mission of the CAC is:

**Alaska CARES believes all children deserve to be safe, nurtured and heard.**

**Our team promotes a comprehensive child-centered approach to identify, treat and heal children affected by sexual abuse, physical abuse and neglect.**

To help carry out its Mission, these key agencies agree to assume responsibilities as outlined below.

### **II. Confidentiality:**

The policy of the CAC is to respect and preserve the privacy of children who visit the CAC. The CAC shall comply with all federal, state and local statutes, and medical records policies and procedures established by PH&S, including any HIPAA (Health Insurance Portability and Accountability Act) requirements. All key agencies agree to comply with all federal, state and local statutes and regulations, including any HIPAA requirements, regarding the release of any information about children seen at the CAC. In addition, when written reports, except for APD written reports, are provided to law enforcement agencies or OCS social workers, these reports subject to federal, state and

local law, may be provided to the parties to a criminal or civil child protection (OCS) case once a case has been filed; notwithstanding the foregoing, APD documents and reports may not be disclosed or redistributed to anyone in any manner without the written consent of the APD Chief of Police or designee. The CAC will provide DVD recordings of forensic interviews to appropriate law enforcement officials and OCS social workers upon their request. The CAC will also provide one copy of the interview DVD to the Department of Law upon request.

### **III. Agency Collaboration**

The participants to this agreement may serve on teams established for the purpose of assisting the CAC to carry out its mission.

An Agency Management Team (AMT) is established for the purpose of policy development, changes and oversight. The participants on the AMT are representatives from APD, AST, OCS, DOL, Southcentral Foundation and The Children's Hospital at Providence.

A Child Safety Team (CST) is established to assist in coordinated case planning, as approved by the Alaska Department of Health and Social Services and outlined in AS 47.14.300. This team is a multidisciplinary team under AS 47.14.300 and currently consists of representatives from Alaska CARES, APD, AST, OCS, Standing Together Against Rape (STAR), Alaska Native Unit with SCF, DOL, Elmendorf Air Force Family Advocacy, Alaska Division of Juvenile Justice, Department of Corrections (DOC) and the Anchorage School District.

An Investigative Team will be assembled whenever a forensic interview and/or medical evaluation of a child are conducted. Members of an Investigative Team may include representatives of the CAC, APD, AST, OCS, SCF and STAR.

### **IV. Individual Parties' Commitments:**

#### **Providence Health & Services will:**

1. Provide programmatic and financial oversight for the CAC.
2. Provide support for the CAC in the areas of: information systems, biomedical equipment maintenance and repair, human resources, laundry services, patient billing, purchasing, general supplies, laboratory services, and legal and risk management services.
3. The Administrator for The Children's Hospital at Providence will be participate as needed on the Agency Management Team and supervise the Director of the CAC.

#### **Alaska CARES will:**

1. Develop and maintain a policies and procedures manual (online) with input from the Agency Management Team and final approval by PH&S.
2. Maintain agency agreements and protocols.

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3. Provide program and fiscal management and reporting for the CAC project as required by state and federal grant guidelines.
4. Maintain a database for the purposes of case tracking and statistical analysis of case demographics.
5. Coordinate the Anchorage Child Safety Team to assist in coordinated case planning, as approved by the Department of Health and Social Services and outlined in AS 47.14.300.
6. Seek training resources for the Child Safety Team.
7. Schedule evaluation appointments for patients at the CAC, by request of APD, AST, OCS, DOL, or medical providers.
8. Provide 24-hour on-call services for acute cases of child sexual abuse, severe physical abuse or severe trauma (such as a child having witnessed a violent crime).
9. Record forensic interviews on DVD. An original of each recorded interview conducted at the CAC will be stored on the secure hard drive at the CAC.
10. Provide trained forensic interviewer as needed or as available.
11. Provide forensic medical examinations where clinically necessary, to children referred for services.
12. Consistent with the law, provide reports and DVDs/CDs to law enforcement agencies, DOL, and OCS in a timely manner.
13. Maintain patient files on site in locked cabinets and act as custodian of medical records.
14. Provide case management and tracking services for client referrals for CAC service area clients.
15. Train physicians and midlevel practitioners in Anchorage in making referrals to the CAC.
16. Consult with SCF/ANMC and other medical providers to help identify and address child maltreatment.
17. Coordinate Agency Management Team meetings between the key agencies to evaluate and plan the CAC's program. As part of these meetings, the Center will provide statistical and program updates to inform agency representatives of Center activities.
18. Provide information and outreach services to inform the public about CAC services and the services of other CACs across the state. .

**The Anchorage Police Department will:**

1. Coordinate each case with the appropriate OCS office.
2. Conduct the interviews in criminal cases, unless circumstances dictate otherwise. Law enforcement will consult with the appropriate team members (investigative team) regarding the emotional and mental needs and capacities of the child and which interviewer, if any (if not law enforcement) may best meet those needs. A non-collaborative interview process will be the exception rather than the norm.
3. Provide a management representative to participate in Agency Management Team meetings for the purposes of evaluating and planning the CAC program.
4. Assist in the ongoing evaluation and revision of protocols for cases worked jointly with OCS at the CAC, in order to develop procedures which reduce trauma to young victims, consistent with AS 47.17.010.

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5. Assist Alaska CARES staff to familiarize law enforcement officers who respond to child maltreatment with procedures for referral to the CAC.
6. Release case information on cases worked jointly with OCS to CAC staff, OCS, and DOL, for intake and evaluation purposes.
7. Maintain custody of forensic evidence, including photographs, collected from victims.
8. Request and obtain a copy of the DVD recording of each forensic interview from the CAC as necessary.
9. Provide representation for each bi-monthly meeting of the Child Safety Team, when available.
10. Provide the CAC with necessary follow-up information to assist in tracking the management and outcome of cases worked at Alaska CARES for grant and statistical purposes.

**The Alaska State Troopers will:**

1. Coordinate each case with the appropriate OCS office.
2. Conduct the interviews in criminal cases, unless circumstances dictate otherwise. Generally, law enforcement will consult with the appropriate team members (investigative team) regarding the emotional and mental needs and capacities of the child and which interviewer (if not law enforcement) can best meet those needs. A non-collaborative interview process will be the exception rather than the norm.
3. Provide a management representative to participate in Agency Management Team meetings for the purposes of evaluating and planning the CAC program.
4. Assist in the ongoing evaluation and revision of protocols for cases worked jointly with OCS at the CAC, in order to develop procedures which reduce trauma to young victims, consistent with AS 47.17.010.
5. Assist Alaska CARES staff to familiarize law enforcement officers who respond to child maltreatment with procedures for referral to the CAC.
6. Release case information on cases worked jointly with OCS to CAC staff, OCS, and DOL, for intake and evaluation purposes.
7. Provide the CAC with State of Alaska Sexual Assault Evidence Collection kits as needed.
8. Maintain custody of forensic evidence, including photographs, collected from victims.
9. Request and obtain a copy of the DVD recording of each forensic interview from the CAC as necessary.
10. Provide representation for each bi-monthly meeting of the Child Safety Team, when available.
11. Provide the CAC with necessary follow-up information to assist in tracking the management and outcome of cases worked at Alaska CARES for grant and statistical purposes.

**The Office of Children's Services, Anchorage Office will:**

1. Coordinate each case with the appropriate law enforcement office.

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2. Inform the Guardian Ad Litem of the appointment at the CAC when the child is in State's custody.
3. OCS should supply representation at the CAC appointment when the child is in State's custody.
4. Discuss with the Investigative Team for each case the most appropriate person to conduct the forensic interview for the child(ren) referred for evaluation. Conduct the interview when necessary.
5. Assist in the evaluation and revision of protocols for cases worked jointly with APD or AST at the CAC, in order to develop procedures which reduce trauma to young victims, consistent with AS 47.17.010.
6. Provide management representation to attend Agency Management Team meetings for the purpose of evaluating and planning the Alaska CARES/Anchorage program.
7. Collaborate with CAC staff to provide training for Anchorage area OCS social workers on evaluating sexual and physical abuse and making referrals to the CAC.
8. Request and obtain a copy of the DVD recording of each forensic interview from the CAC as necessary.
9. Release case information on cases worked jointly with Law enforcement to CAC staff, APD/AST, and DOL, for intake and evaluation purposes.
10. After redacting information regarding the source of the reporter, provide those redacted reports to the CAC for the jointly worked cases to assist in the coordination and tracking of cases.
11. Assist CAC staff in obtaining Medicaid numbers and medical records for patients who are in the custody of the state.
12. Consistent with law, provide placement information regarding children to whom the CAC is providing services and who are under the jurisdiction of the court pursuant to AS 47.10.010: (a) to the CAC, and (b) to the DOL and APD or AST, as necessary to facilitate an investigation of a specific case, protect the public, or to obtain the assistance of the relevant agencies.
13. Consistent with law, provide case information to the DOL, APD, AST, or the CAC, as necessary to facilitate an investigation of a specific case, to protect the public, or to obtain the assistance of the relevant agencies.
14. Provide representation for each bi-monthly Child Safety Team meeting.
15. Provide the CAC with necessary follow-up information to assist in tracking the management and outcome of cases worked at the CAC for grant and statistical purposes.

**The Department of Law will:**

1. Provide representatives from both the criminal and civil divisions of DOL to attend Agency Management Team meetings for the purposes of evaluating and planning Alaska CARES's program.
2. Provide representatives from both the criminal and civil divisions for each bi-monthly Child Safety Team meeting, provide feedback on the day-to-day systems issues that arise, and provide information and expertise in the course of staffing of cases.
3. Consistent with law, provide information on the status of cases to the CAC, OCS, APD, and AST upon request to aid in data collection and case tracking.

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4. Collaborate with CAC staff to provide training to multidisciplinary team members on legal issues in cases of child sexual abuse and of severe physical abuse.
5. Assist in the evaluation and revision of protocols for cases worked jointly with APD or AST at the CAC, in order to develop procedures which reduce trauma to young victims, consistent with AS 47.17.010.
6. The representative for the DOL, civil division will facilitate the Child Safety team Meetings per protocols.

**The Department of Juvenile Justice will:**

1. Provide a representative to attend Agency Management Team meetings for the purpose of evaluation and planning Alaska CARES's program.
2. Provide a representative for each bi-monthly Child Safety Team meeting, provide feedback on the day-to-day systems issues that arise, and provide information and expertise in the course of staffing of cases.
3. Consistent with law, provide information on the status of cases to the CAC, OCS, APD, and AST upon request to aid in data collection and case tracking.
4. Collaborate with CAC staff to provide training to multidisciplinary team members on issues relating to juvenile justice.
5. Assist in the evaluation and revision of protocols for cases worked jointly with APD or AST at the CAC, in order to develop procedures which reduce trauma to young victims, consistent with 47.17.010.

**The Anchorage Municipal Prosecutor's Office will:**

1. Provide a representative to attend Agency Management Team meetings for the purpose of evaluating and planning Alaska CARES's program.
2. Provide a representative for each bi-monthly Child Safety Team meeting, provide feedback on the day-to-day systems issues that arise, and provide information and expertise in the course of staffing of cases.
3. Consistent with law, provide information on the status of cases to the CAC, OCS, APD, and AST upon request to aid in data collection and case tracking.
4. Collaborate with CAC staff to provide training to multidisciplinary team members on legal issues in child maltreatment cases handled by the Municipal Prosecutor's Office.
5. Assist in the evaluation and revision of protocols for cases worked jointly with APD or AST at the CAC, in order to develop procedures which reduce trauma to young victims, consistent with 47.17.010.

**The Anchorage School District will:**

1. Provide a representative to attend Agency Management Team meetings for the purpose of evaluation and planning Alaska CARES's program.

2. Provide a representative for each bi-monthly Child Safety Team meeting, provide feedback on the day-to-day systems issues that arise, and provide information and expertise in the course of staffing of cases.
3. Consistent with law, provide information on the status of cases to the CAC, OCS, APD, and AST upon request to aid in data collection and case tracking.
4. Collaborate with CAC staff to provide training to multidisciplinary team members on issues relating to juvenile justice.
5. Assist in the evaluation and revision of protocols for cases worked jointly with APD or AST at the CAC, in order to develop procedures which reduce trauma to young victims, consistent with 47.17.010.

**The State of Alaska Department of Administration-Office of Public Advocacy will:**

1. Provide a Guardian ad Litem (GAL) as a representative to attend Agency Management Team meetings for the purpose of evaluation and planning Alaska CARES's program.
2. Provide a representative for each bi-monthly Child Safety Team meeting, provide feedback on the day-to-day systems issues that arise, and provide information and expertise in the course of staffing of cases.
3. Consistent with law, provide information on the status of cases to the CAC, OCS, APD, and AST upon request to aid in data collection and case tracking.
4. Collaborate with CAC staff to provide training to multidisciplinary team members on issues relating to juvenile justice.
5. Assist in the evaluation and revision of protocols for cases worked jointly with APD or AST at the CAC, in order to develop procedures which reduce trauma to young victims, consistent with 47.17.010.

**V. Duration:**

1. Term. The term of this agreement shall be from the date this agreement is executed by all parties and shall terminate on December 31, 2023, unless terminated earlier.
2. Termination. Any party may withdraw and terminate their obligations under this Agreement provided that the terminating party notifies the other parties in writing of its intent to terminate under this paragraph at least sixty (60) days prior to the effective date of the termination.

**VI. Review:**

The parties shall review their commitments with each other and identify any necessary amendments to the MOU on an annual basis. This will be completed at an Agency Management Team meeting during the 4th quarter of the year.

**VII. Amendments:**

The parties may amend this MOU upon mutual consent and in writing.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date shown below.

Date: 05/05/2022

*Preston M. Simmons, DSc*

Preston Simmons, Senior VP & Chief Executive of the  
Alaska Region  
PROVIDENCE HEALTH & SERVICES

Date: 05/26/2022

*Bryant Skinner*

Bryant Skinner, MBA, Director  
ALASKA CARES

Date: 05/23/2022

*Michael Kerle*

Michael Kerle, Chief of Police  
ANCHORAGE POLICE DEPARTMENT

Date: 05/26/2022

*Amy Demboski*

Amy Demboski, Municipal Manager  
MUNICIPALITY OF ANCHORAGE

Date: 05/07/2022

*Emma Haddix*

Emma Haddix, Attorney General's Office  
DEPARTMENT OF LAW

Date: 05/07/2022

*Brittany Dunlop*

Brittany Dunlop, District Attorney's Office  
DEPARTMENT OF LAW

Date: 05/09/2022

*James Cockrell*

James Cockrell, Commissioner  
DEPARTMENT OF PUBLIC SAFETY

Date: 05/09/2022

*Jessie Jacobs*

Jessie Jacobs, Protective Services Manager II  
OFFICE OF CHILDREN'S SERVICES

Date: 05/09/2022

*James Stinson*

James Stinson, Director  
OFFICE OF PUBLIC ADVOCACY

Date: 05/31/2022

*Jennifer Knutson*

Dr. Jennifer Knutson, Senior Director Teaching and  
Learning  
ANCHORAGE SCHOOL DISTRICT

Date: 05/04/2022

*Blair M Christensen*

Blair Christensen, Deputy Municipal Attorney  
MUNICIPALITY OF ANCHORAGE

## Certificate Of Completion

Envelope Id: 59885326DB9B47CB963962723A04D483	Status: Completed
Subject: Please DocuSign: Ak Cares, Interagency MOU2022.pdf	
Source Envelope:	
Document Pages: 9	Signatures: 11
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Gia Currier
Time Zone: (UTC-09:00) Alaska	632 W 6th Ave
	Anchorage, AK 99501
	gia.currier@anchorageak.gov
	IP Address: 209.193.41.5

## Record Tracking

Status: Original	Holder: Gia Currier	Location: DocuSign
5/2/2022 1:15:18 PM	gia.currier@anchorageak.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: MOA	Location: DocuSign

## Signer Events

Signature	Timestamp
Blair M Christensen	Sent: 5/2/2022 1:18:29 PM
blair.christensen@anchorageak.gov	Resent: 5/4/2022 10:39:58 AM
Deputy Municipal Attorney	Viewed: 5/4/2022 4:42:50 PM
Blair M. Christensen	Signed: 5/4/2022 4:43:32 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Signed by link sent to	
blair.christensen@anchorageak.gov	
Using IP Address: 66.58.151.129	

## Electronic Record and Signature Disclosure:

Accepted: 5/4/2022 4:42:50 PM  
ID: 4d9fc8e5-e301-4538-b148-140daf406058

Preston M. Simmons, DSc		Sent: 5/4/2022 4:43:33 PM
preston.simmons@providence.org	Preston M. Simmons, DSc	Resent: 5/5/2022 10:48:54 AM
Chief Executive Providence Alaska		Viewed: 5/5/2022 3:07:46 PM
Security Level: Email, Account Authentication (None)		Signed: 5/5/2022 3:09:02 PM
Signature Adoption: Pre-selected Style		
Signed by link sent to		
preston.simmons@providence.org		
Using IP Address: 204.80.136.140		

## Electronic Record and Signature Disclosure:

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Emma Haddix		Sent: 5/5/2022 3:09:03 PM
emma.haddix@alaska.gov	Emma Haddix	Viewed: 5/7/2022 12:12:19 AM
Security Level: Email, Account Authentication (None)		Signed: 5/7/2022 12:12:45 AM
Signature Adoption: Pre-selected Style		
Signed by link sent to emma.haddix@alaska.gov		
Using IP Address: 10.3.94.89		


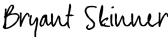

## Electronic Record and Signature Disclosure:

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ID: d50fdd1e-8438-43b2-b6d6-ae256d91abc7

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Signer Events	Signature	Timestamp
Brittany Dunlop brittany.dunlop@alaska.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Signed by link sent to brittany.dunlop@alaska.gov Using IP Address: 69.178.122.14 Signed using mobile	Sent: 5/7/2022 12:12:47 AM Viewed: 5/7/2022 9:35:57 AM Signed: 5/7/2022 9:36:17 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/7/2022 9:35:57 AM ID: 1ad09099-8d54-4d7f-834f-1f8e08ca9605		
James Cockrell James.cockrell@alaska.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Signed by link sent to James.cockrell@alaska.gov Using IP Address: 10.195.250.94	Sent: 5/7/2022 9:36:19 AM Viewed: 5/9/2022 2:19:04 PM Signed: 5/9/2022 2:19:36 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/9/2022 2:19:04 PM ID: 5a060db5-c181-49e1-9b5b-cfc7fd9f3011		
Jessie Jacobs jessie.jacobs@alaska.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Drawn on Device Signed by link sent to jessie.jacobs@alaska.gov Using IP Address: 206.174.19.180 Signed using mobile	Sent: 5/9/2022 2:19:39 PM Viewed: 5/9/2022 2:20:48 PM Signed: 5/9/2022 2:21:39 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/9/2022 2:20:48 PM ID: 3c1885c5-612f-43d8-8823-e27e5b35d05d		
James Stinson James.stinson@alaska.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Signed by link sent to James.stinson@alaska.gov Using IP Address: 10.2.2.112	Sent: 5/9/2022 2:21:41 PM Viewed: 5/9/2022 2:23:00 PM Signed: 5/9/2022 2:23:22 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/9/2022 2:23:00 PM ID: 62c8bc10-5e9f-423e-b9e2-fae72f51b473		
Michael Kerle michael.kerle@anchorageak.gov Chief of police Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Signed by link sent to michael.kerle@anchorageak.gov Using IP Address: 209.193.41.5	Sent: 5/23/2022 11:56:09 AM Viewed: 5/23/2022 12:06:55 PM Signed: 5/23/2022 12:08:19 PM
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PAMC 000011

Signer Events	Signature	Timestamp
Amy Demboski Amy.Demboski@anchorageak.gov Municipal Manager Municipal Manager, Municipality of Anchorage Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Signed by link sent to Amy.Demboski@anchorageak.gov Using IP Address: 209.193.41.5	Sent: 5/26/2022 11:24:33 AM Viewed: 5/26/2022 11:42:24 AM Signed: 5/26/2022 11:43:10 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Bryant Skinner bryant.skinner@providence.org Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Signed by link sent to bryant.skinner@providence.org Using IP Address: 204.80.136.140	Sent: 5/26/2022 11:43:13 AM Viewed: 5/26/2022 11:53:12 AM Signed: 5/26/2022 11:53:34 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/26/2022 11:53:12 AM ID: 61a94c4f-cbee-4129-8627-b1f44984169f		
Jennifer Knutson Knutson_Jennifer@asdk12.org Senior Director Anchorage School District Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Signed by link sent to Knutson_Jennifer@asdk12.org Using IP Address: 74.114.83.86	Sent: 5/9/2022 2:23:25 PM Resent: 5/11/2022 9:31:35 AM Resent: 5/12/2022 3:47:22 PM Resent: 5/17/2022 12:31:22 PM Resent: 5/27/2022 1:08:16 PM Viewed: 5/31/2022 10:38:52 AM Signed: 5/31/2022 12:44:14 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/31/2022 10:38:52 AM ID: 4325c225-2c13-4aaa-b319-d57b266c8ec6		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Lauren Hughes lauren.hughes@anchorageak.gov MOA Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold;">VIEWED</div>  Using IP Address: 209.193.41.5	Sent: 5/23/2022 12:08:21 PM Viewed: 5/25/2022 9:23:39 AM Completed: 5/26/2022 11:24:33 AM
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

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Carbon Copy Events	Status	Timestamp
Julie Shank julie.shank@anchorageak.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 5/26/2022 1:19:58 PM ID: 0ba8421b-6c6f-410f-bdc2-a55a09d0b3f1	<div>COPIED</div>	Sent: 5/26/2022 11:53:37 AM Viewed: 5/26/2022 12:49:52 PM
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Notary Events	Signature	Timestamp
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Completed	Security Checked	5/31/2022 12:44:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

PAMC 000013

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, MOA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact MOA:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [denita.gotowicki@anchorageak.gov](mailto:denita.gotowicki@anchorageak.gov)

#### **To advise MOA of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [denita.gotowicki@anchorageak.gov](mailto:denita.gotowicki@anchorageak.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from MOA**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [denita.gotowicki@anchorageak.gov](mailto:denita.gotowicki@anchorageak.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with MOA**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [denita.gotowicki@anchorageak.gov](mailto:denita.gotowicki@anchorageak.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify MOA as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by MOA during the course of your relationship with MOA.

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